

**IN THE COURT OF COMMON PLEAS
PREBLE COUNTY, EATON, OHIO**

******SUMMONS******

RULE 4

STEPHEN S JOHNSON JR
10931 PREBLE COUNTY LINE ROAD
MIDDLETOWN, OH 45042
Plaintiff

Vs.

CASE NO: 17CV031052

STATE FARM FIRE & CASUALTY COMPANY
STATUTORY AGENT:
CSC LAWYERS INCORPORATING SERVICES 50 WEST BROAD STREET STE
1800
COLUMBUS, OH 43215
Defendant

To the above named defendant: STATE FARM FIRE & CASUALTY COMPANY

You are hereby summoned that a complaint (a copy of which is attached and made a part hereof) has been filed against you in this court by the plaintiff(s) named herein.

You are required to serve upon the plaintiff's attorney, or upon the plaintiff(s) if he/she has no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three days after service on Plaintiff's Attorney. The name and address of the plaintiff's attorney is as follows:

STEPHEN G WHETSTONE
PO BOX 6
THORNVILLE, OH 43076

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

CHRISTOPHER B. WASHINGTON
CLERK OF COURTS

3/31/17

By  Deputy Clerk

IN THE COURT OF COMMON PLEAS
PREBLE COUNTY, OHIO

FILED
PREBLE COUNTY, OHIO

17 MAR 31 PM 12:19

STEPHEN S. JOHNSON, JR
10931 Preble County Line Rd.
Middletown, Ohio 45042

and

STORMAID RESTORATION, LLC
8951-8953 Cincinnati Columbus Rd.
West Chester, Ohio 45069
Plaintiffs,

vs.

**STATE FARM FIRE AND CASUALTY
COMPANY**
AKA STATE FARM GENERAL
INSURANCE COMPANY
AKA STATE FARM MUTUAL
AUTOMOBILE INSURANCE COMPANY
STATUTORY AGENT:
CSC-Lawyers Incorporating Service
50 West Broad Street, Suite 1800
Columbus, Ohio 43215
Defendant.

CASE NO. **17 CV 031052**

JUDGE _____

**COMPLAINT WITH
JURY DEMAND
ENDORSED HEREON**

I certify the within to be a True
Copy of the Original Filed
With Me March 31, 2017

Christopher D. Washington
Preble County Clerk Courts
Shayne Deputy

GENERAL ALLEGATIONS

1. Plaintiff Stephen S. Johnson, Jr. (hereinafter "Plaintiff") owns the property located at 10931 Preble County Line Road, Middletown, Preble County, Ohio 45042 (hereinafter collectively known as the "Property").
2. Defendant State Farm Fire and Casualty Company aka State Farm General Insurance Company aka State Farm Mutual Automobile Insurance Company (hereinafter "Defendant") insured Plaintiff pursuant to policy number 35-CV-A300-1. The policy covers the residential property for losses caused by hail

and/or windstorm. Despite requests, Defendant has not provided a certified copy of the policy and therefore it cannot be attached.

3. On or around April 2, 2016, the Property suffered damage due to storm-related conditions, including hail and/or wind.
4. After the loss, Plaintiff submitted a claim to Defendant.
5. Plaintiff fulfilled all its duties under the insurance contract.
6. Plaintiff then assigned any and all insurance rights, benefits, proceeds and any causes of action regarding their April 2, 2016 claim to StormAid Restoration, LLC (hereinafter "StormAid" and collectively, with Stephen Johnson, as "Plaintiffs").
7. Defendant has denied substantial coverage related to the damages subject of this suit associated with the Property and insurance policy at issue, despite clear photographic evidence to the contrary.
8. After receiving notice of loss resulting from the April 2, 2016 claim by Plaintiff, Defendant has failed to timely and properly conduct an objective investigation.

COUNT ONE
Breach of Contract

9. Plaintiffs restate the above allegations.
10. Plaintiff had a contract with Defendant on the day the loss occurred.
11. At all times, Plaintiff fulfilled its duties under the contract.
12. Defendant breached the insurance contract by failing to pay Plaintiffs the amount due under the insurance policy.
13. As a direct and proximate result of Defendant's breach of the insurance contract, Plaintiffs have been denied the policy benefits and coverage due under said

insurance contract. As a further direct and proximate result of Defendant's breach of the insurance contract, Plaintiffs have suffered other reasonably contemplated damages.

14. Plaintiffs pray for judgment on this count in an amount in excess of twenty-five thousand dollars (\$25,000.00), the exact amount to be determined by a jury at the trial of this matter, plus attorney fees, interest, penalties and costs as allowed by law.

COUNT TWO
Lack of Good Faith

15. Plaintiffs restate the above allegations.
16. In adjusting Plaintiffs' claim, Defendant, through its agents, attorneys, adjusters, and investigators, acted unreasonably, without reasonable justification, fraudulently, intentionally, recklessly, and not in good faith by:
 - a. Failing to conduct an adequate and complete investigation of the claim as required by *Zoppo v. Homestead Insurance Company* (1994), 71 Ohio St.3d 552;
 - b. Failing to place the interests of Plaintiffs before its own, and Defendant used the advantage of its position to gain a benefit for itself, at Plaintiffs' expense;
 - c. Hiring a non-independent investigator to investigate the claim;
 - d. Forcing Plaintiffs to file suit to recover amounts due under the policy by refusing to pay all benefits due;
 - e. Failing to comply with the requirements of OAC 3901-1-54, Unfair Property/Casualty Claims Settlement Practices;
 - f. Failing to provide promptly to a policyholder a reasonable explanation of the basis in the policy, in relation to the facts or applicable law, for the insurer's denial of a claim or for the offer of a compromise settlement of a claim; and
 - g. Failing to comply with Defendant's own claim investigation standards and guidelines.

- h. Unnecessarily delaying the processing of supplemental claims;
16. Defendant, through its agents, attorneys, adjusters, and investigators, acted intentionally, willfully, wantonly, and with actual malice in refusing to pay Plaintiffs' claim and delaying such payments. Among other actions, Defendant:
- a. Unreasonably delayed the investigation of the claim;
 - b. Unreasonably refused to pay for additional living expenses;
 - c. Unreasonably left line items off of Plaintiffs' scope of repairs;
 - d. Unreasonably underpaid the claim;
 - e. Unreasonably used an engineering firm they have a longstanding relationship with to justify denying payment for legitimate and reasonable items;
 - f. Unreasonably refused to pay for structural issues caused by the storm damage and its ensuing losses;
17. The actions and omissions of Defendant demonstrate malice, aggravated or egregious fraud, oppression, or insult and Defendant, as principal or master of its agents and adjusters, authorized, participated in, and ratified the actions or omissions of its agents and adjusters in this regard.
18. As a direct and proximate result of Defendant's lack of good faith, Plaintiffs suffered emotional distress and anxiety, physical illness, inconvenience, increased loss of use, and economic harm, and has incurred litigation expenses and attorney's fees.
19. Plaintiffs pray for judgment on this count in an amount in excess of twenty-five thousand dollars (\$25,000.00) in compensatory damages and an amount in excess of twenty-five thousand dollars (\$25,000.00) in property damage, the exact

amount to be determined by the trier of fact, plus interest, costs, and attorney's fees as allowed by law.

WHEREFORE, Plaintiffs Stephen Johnson and StormAid Restoration, LLC pray for judgment against Defendant as set forth above, plus interest, costs, and attorney fees as allowed by law, and such other relief as the Court, in the exercise of its equitable jurisdiction, deems proper.

Respectfully submitted,

Handwritten signature of Stephen G. Whetstone, with the number 0088666 written to the right.

Stephen G. Whetstone (0088666)
WHETSTONE LEGAL, LLC
Post Office Box 6
2 N. Main St., Unit 2
Thornville, OH 43076
P: 740-785-7730
F: 740-205-8898
E: steve@whetstonelegal.com
Attorney for Plaintiffs

JURY DEMAND

Plaintiff hereby requests, pursuant to Civil Rule 38(B), a trial by jury of the issues of the within lawsuit.

Handwritten signature of Stephen G. Whetstone.

Stephen G. Whetstone

INSTRUCTIONS FOR SERVICE

TO THE CLERK OF COURTS, YOU ARE INSTRUCTED TO MAKE CERTIFIED MAIL SERVICE OF THIS COMPLAINT ON THE ABOVE-NAMED DEFENDANT.

Handwritten signature of Stephen G. Whetstone.

Stephen G. Whetstone